

## **REMARKS/ARGUMENTS**

### **I) Amendment to claim 16.**

Upon review of the most recent office action, it was apparent that there was an error in the *Response to Non-Final Office Action of January 16, 2003*. In that document, the phrase “a dimensional bar code” should have read, “a two dimensional bar code.” That error stems from a typographical error in the response to the Office Action mailed February 5, 2002. The amendment is purely clerical in nature and submits no new matter. The two-dimensional bar code is supported throughout the specification. Acceptance of the amendment is requested.

### **II) Objection to Claims 2 and 5.**

Claims 2 and 5 were objected to on the ground that the phrase “capable of” created informalities in the claims. The objection is traversed. The recitations of capability are accurate in claims 2 and 5. To make the changes suggested would require operation of the claimed system to be within the scope of the claims. Recitation of capability allows the claim to cover the sale of the system having that capability. Withdrawal of the objection is requested.

### **III) Rejections under Section 102.**

Claims 1, 8-12, and 17-23 were rejected under 35 USC Section 102(b) as being anticipated by Berson (US 5,598,477). The rejection is traversed.

First, it should be noted that claims 8 through 12 are dependent on claim 1, and claims 18 through 23 are dependent on claim 17.

Claim 1 recites a “remote” device. Berson, as noted in the rejection (page 3, line 3) returns ticket information to a *local* printing system 20. Therefore, claim 1 is not anticipated by Berson. Likewise, claims 8-12, which depend from claim 1, are not anticipated by Berson.

Claim 17 refers to a “network,” and the server that the venue dated database is associated with is “accessible by the public.” Further, the authentic ticket is transmitted “directly to the device controlled by the customer.” Berson’s “local printer” does not

meet this description. For example, the local printer of Berson is local to the input device 10 in Figure 1, which is a device suitable for input into data processing system 12-1. Berson's data processing system that communicates over a network to an airline reservation system or financial and other third-party systems; Berson's network is not taught to be "accessible by the public."

In summary, the limitations of claim 17 are not met by Berson; claim 17 is not anticipated, and the rejection should be withdrawn. Likewise, the rejection of claims 18-23 as being anticipated by Berson should be withdrawn.

#### **IV) Rejection under Section 103 of Claims 2-6, 3-16 and 24-28.**

Claims 2-6 and 3-16 were rejected over Webber in view of Berson. The rejection is traversed.

First, Webber fails to disclose "a customer-selected printer independent of ticket printing authorization from the ticketing database or the venue database." In fact, Webber teaches against such a system in column 7, lines 1-3. Likewise, the Berson "local printing system" is local to the data processor; there is no teaching of the independence limitation. Therefore, the suggested combination fails to result in all of the limitations of claim 2, and Webber teaches away from the combination. Accordingly, claims 2 through 6 and 3 through 16 are not unpatentable over Webber in view of Berson, and removal of the rejection is requested.

Claims 24-28 have been rejected under 35 USC section 103(a) as being unpatentable over Kay in view of Rosen. The rejection is traversed.

Rosen requires transfer of information through the "trusted agents" as recited in column 25, line 65 through column 26, line 44. Claim 24, by contrast, recites a ticket that is usable "without regard" to the particular customer. The bearer of a Rosen ticket could not use the ticket "without regard" to the particular customer; a burdensome transfer-accounting must be used. Likewise, Rosen teaches away from having a ticket that is usable without regard to the particular customer; Rosen's transfer accounting does regard who the customer is.

In summary, the assumption of the rejection is incorrect (see Office Action of July 11, p. 4, discussing Rosen). Rosen fails to supply the feature that is missing from Kay.

In fact, Rosen teaches away from the very feature of the claim that Kay is also missing (the ticket being used by the bearer "without regard" to the particular customer to which the particular seat is bound). Therefore, claims 24-28 are not unpatentable over Kay in view of Rosen, and withdrawal of the rejection is requested.

**V) Rejection of Claims 29-36 under 35 USC Section 103(a).**

The rejection was that claims 29-36 are unpatentable over Webber/Berson in view of Rosen. The rejection is traversed.

As noted in the rejection, on page 5, Webber and Berson both lack the teaching "whereby the ticket is usable by a ticket bearer without regard to the particular customer to which the particular seat is bound." Rosen was cited as having supplied that element; however, as discussed above, Rosen actually teaches away from the particular claim element in question. Therefore, claims 29-36 are not unpatentable over the cited references, and withdrawal of the rejection is requested.

The Commissioner is hereby authorized to charge Deposit Account No. 01-2511 for any underpayment of the fees required under 37 CFR §§ 1.16 – 1.17, or credit the account for any overpayment.

Respectfully submitted,

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